

Karen M. Rozier  
7957 Dahlia Circle  
Buena Park, CA 90620  
(714) 512-5740  
Claimant Unrepresented

EXB  
Copy for Judges  
Chamber

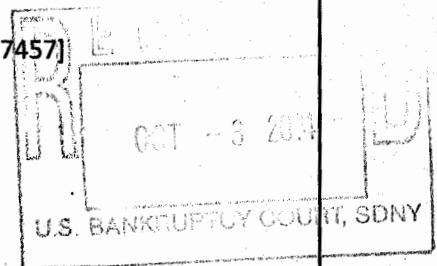
UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

In re:

Residential Capital, LLC, et. al.

Debtors

- )  
Case No. 12-12020 (MG)  
) Chapter 11  
) Jointly Administered  
)  
MOTION TO STRIKE THE DECLARATION OF  
YARON SHAHAM IN SUPPORT OF THE  
OBJECTION OF THE RESCAP BORROWER CLAIMS  
TRUST TO PROOFS OF CLAIM FILED BY KAREN  
MICHELE ROZIER (CLAIMS NOS. 4738 AND 5632);  
DECLARATION OF KAREN MICHELE ROZIER IN  
SUPPORT THEREOF  
)  
[Related to 4091, 7474-4, 7457]  
)  
Hearing: October 22, 2014  
) Time: 10:00 A.M. EST  
)



Claimant Karen Michele Rozier, herein referred to as "Movant", "Claimant" "Appellant-Claimant" or "Rozier", an individual and without benefit of legal counsel, respectfully moves the Court to strike the Declaration of Yaron Shaham ["Shaham Declaration" or "Shaham Decl"] submitted as Doc 7474-4 on 09/03/14 at 17:57:16 Exhibit 3-B, pages 1-361 in its entirety. Movant states on information and belief that the sworn Shaham declaration contains materially false statements and serious acts of omission as discussed below, in the declaration, the exhibits, and the records of this proceeding. As the Shaham declaration was submitted under penalty of perjury and with the intent to deprive Rozier of an amount of greater than \$950, Movant also requests the court charge Mr. Shaham with criminal perjury. Additionally,

## **Tables of Authorities and Statutes**

Wells Fargo v. Erobobo, 2013 WL 1831799, 2013 N.Y. Slip. Op. 50675(U) (NY Supreme Court, Kings County, 4/29/13)

## **Wells Fargo Bank NA v. Moise (No 13450/2009, Supreme Court, Kings County, NY)**

***Ragland vs. U.S. Bank (G045580, 4<sup>th</sup> Appellate District 3, 2012)***

<sup>10</sup> Miner v. Edwards, *supra* at 934, quoting Anderson v. Blood, *supra* at 293).

**Fischer v. Sadov Realty Corp.** 34 A.D.3d 630, 824 N.Y.S.2d 434 (2nd Dept 2006).

**Black's Law (Abridged Seventh Edition)**

**Clayton Act 28 U.S. Code § 1746**

## **Sherman Antitrust Act**

## **Internal Revenue Code (IRC) § 860(d)**

**Federal Rules of Civil Procedure (F.R.C.P.) (c)(4)**

18 U.S. Code § 1621

18 U.S. Code § 1623

**Case 12-12020 (MG)**

**Page \_\_ of \_\_**

**Exhibit B**

**EXHIBIT B**



Movant requests sanctions of \$750 for the cost of preparing and submitting this motion, declaration, and all other supporting documentation, as well as injunctive relief.

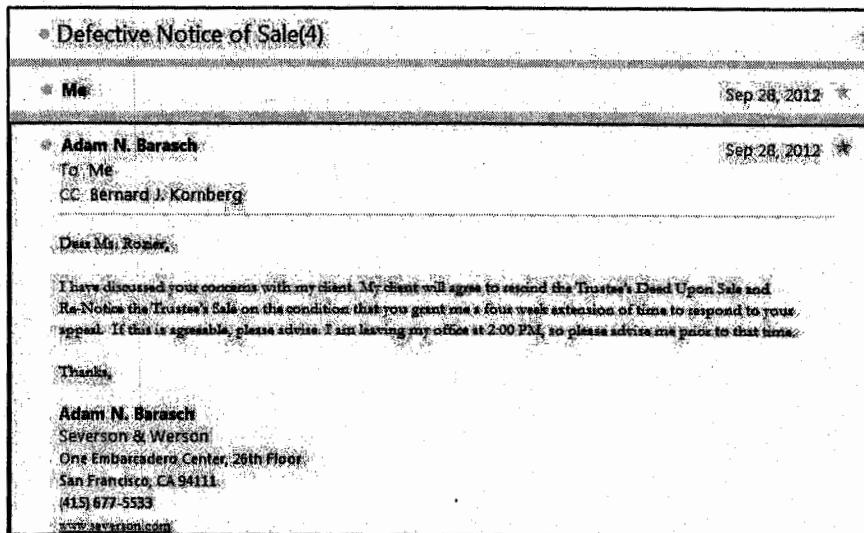
#### DISCUSSION

##### I. Mr. Shaham Misstates Material Events and Facts

1. Mr. Shaham claims that I sued Bank of America, National Association, successor by merger to LaSalle Bank National Association, as Trustee RAAC 2007RP1. [Shaham Decl 4] That is simply not true. I sued Bank of America, National Association, successor by merger to LaSalle Bank National Association, as Trustee RAMP 2007RP1. [Rozier Decl 7] U.S. Bank and Debtors are deliberately trying to conceal the fact that for at least two years, they continued to present "evidence" that they had placed my "loan" into a Trust RAMP 2007RP1 up until Appellant-Claimant showed by a preponderance of the evidence that the RAMP 2007RP1 trust never existed. Since then, Debtors and U.S. Bank has attempted to persuade Courts that RAAC 2007 RP1 was always the Trust that held the property.<sup>1</sup>
2. Appellant-Claimant can neither confirm nor deny when Mr. Shaham first became involved in her California Action [Shaham Decl 1], but I did not meet him until January 2, 2013. [Rozier Decl 9]. Prior to that time, I had interacted with John B. Sullivan, Adam Barasch and Ben Eilenberg] [Rozier Decl 5, 8]. Mr. Shaham fails to disclose if he worked on this case from 2008-2010 when he was employed with Wolfe & Wyman, the law firm that was representing Debtors when I sued them in beginning October 28, 2008, the "initial California action". The lawyer who handled Debtor's case at the time has conveniently had hearing scheduled at the same time as our hearings, allowing him to listen in and presumably continue to assist Debtors. [Rozier Decl 10, 11]. Most of my dealings were with Mr. Barasch until I formally accused him of violating California Business and Professions

<sup>1</sup> Claimant apologizes if her description is inadequate. Claimant does not understand Trust Law and has little desire to study the field. However, Claimant can read and the record is clear that Debtors and its agents filed paperwork claiming one thing and now is filing paperwork claiming another. In Claimant's tens of thousands of pages, she has been entirely consistent.

Code 17200 *et seq.* I had previously charged him with extortion and have filed criminal complaints to that effect. [Rozier Decl. 5, 6] The California courts rarely pursue these cases. My accusations of extortion were based on an email he sent. I interpreted his words to mean that his client – the Debtors – would agree to reverse the sale conducted on behalf of and for the benefit of Defendant Bank of America RAMP 2007, if I would give his client U.S. Bank RAAC 2007 RP1 an additional four weeks to respond in a federal appeal. A screen shot of the email which was included in Debtor's exhibits is provided below:



3. Mr. Shaham represents to the California courts that he represents the interest of U.S. Bank RAAC 2007 RP1, which acquired its so-called interest in the Deed of Trust for the subject property on Jan 12, 2012. He also claims in his various filings that Rozier stopped making payments in November 2007, though the evidence demonstrates otherwise. As he claims the date was November 27, 2007 and that his firm acquired its interest more than five years later – after the California statute of limitations to collect a debt had expired – he admits that his client U.S. Bank has no legal right to enforce any debt. Moreover, as he was employed with Wolfe and Wyman during the time I was litigating against Debtors who were represented by the same firm, it would be clear malpractice for him to admit that his firm failed to conduct a reasonable search on behalf of his client. "It is

only if the 'facts within the knowledge of the purchaser are of such a nature, as, in reason, to put him upon inquiry, and to excite the suspicion of an ordinarily prudent person and he fails to make some investigation, [that] he will be chargeable with that knowledge which a reasonable inquiry, as suggested by the facts, would have revealed'" (Miner v. Edwards, *supra* at 934, quoting Anderson v. Blood, *supra* at 293). Fischer v. Sadov Realty Corp. 34 A.D.3d 630, 824 N.Y.S.2d 434 (2nd Dept 2006).

4. In Debtor's Motion which Mr. Shaham supports, as well as in the Declaration of Deanna Horst in support of said motion, Debtors and Declarants attempt to conceal this by (1) hiding the assignment of Deed of Trust allegedly notarized by Nikoli Shelton. Ms. Shelton was stripped from her notary duties in Pennsylvania under stipulation. She is also listed in Massachusetts as a known robo signer; (2) hiding the January 12, 2012 Assignment of Deed of Trust which predates the September 2012 wrongful foreclosure that is the subject of the 2012 California Action. Claimant has an open case in Orange County from 2009 involving Debtors. At the Order to Show Cause hearing scheduled for October 1, 2014, the court concurred that the matter had not yet been heard on the merits and elected to keep the case open pending resolution of this action. A true and correct copy of the Minute Order is attached hereto as Exhibit \*.
5. Debtors and Declarant(s) omit these crucial facts with good reason. The facts prove that Claimant Rozier had Clean Hands and that Debtors and its predecessor, agents and successors each of them WMC Mortgage Corp, a GE Money Company, LaSalle Bank, NA, Wilshire Credit Corporation, Litton Loans, GMAC Mortgage, LLS; ETS Services, LLC dba Executive Trustee Services, LLC; Residential Funding Company; Bank of America N.A.; U.S. Bank N.A. and PITE DUNCAN, LLP --- had very Unclean Hands, hands so dirty that the government and its various parent companies were right to shut them down and was quite forgiving by only fining them collectively billions of dollars. Wells Fargo Bank NA v. Moise (No 13450/2009, Supreme Court, Kings County, NY) is entirely on point here. In its opinion, the Court writes: "*Plaintiff acknowledges that there was a mistake on the*

1 assignment and argues that the mistake was *de minimis non curat lex*. It also argues that the Court  
2 should simply replace the defective assignment with the correction assignment, and proceed with  
3 its action. In fact, the error was not *de minimis* as the signature of the purported assignor was not  
4 acknowledged, rendering the assignment a nullity. A simple typographical error can be amended,  
5 but a failure to properly acknowledge the signature of the person who signed the instrument  
6 cannot be. No affidavit is submitted by either Yolanda Williams or the notary Lisa Rhyne explaining  
7 what the alleged error was or how it occurred. In fact, the so called "correction" assignment in fact  
8 is acknowledged by a different notary on a different date."

- 9
- 10 6. Hearing re Preliminary Injunction and TROI: In his Declaration, Mr. Shaham gives the impression  
11 that Claimant was in courtroom trying to get a TRO while her husband was in another trying to get  
12 a PI. That couldn't be further from the truth. [Shaham Decl 7] Mr. Shaham was present at both  
13 hearings, as were both Roziers. The Court issued the Preliminary Injunction on Feb 05, 2013 and  
14 that Rozier was only ordered to post a \$5,000 bond. The Ex Parte application for a Temporary  
15 Restraining Order was held the following day at 08:00 in front of Judge Ronald Bauer, who opened  
16 his courtroom early after I explained to his Clerk how Debtors and US Bank had scheduled the sale  
17 after the Preliminary Injunction. [Rozier Decl 17, 18, 20]
- 18
- 19 7. Mr. Shaham would have the Court believe that there was a routine hearing on May 20, 2013; that  
20 the Court issued a clear order, and that Claimant [Plaintiff] Rozier ignored the Court's order.  
21 [Shaham Decl 8] The May 20, 2013 hearing was a critical hearing in the California Action. Several  
22 issues were discussed at this hearing including:  
23
- 24 a. Names of proper Plaintiffs. Claimant asserts that Judge Derek Hunt clearly decided the  
25 issue that Claimant Karen Michele Rozier was the only remaining Plaintiff. [Rozier Decl 31]  
26 Locke Lord, LLP appeared in the case claiming to represent two previously dismissed  
27 Defendants. [Rozier Decl 30] Locke Lorde, LLP has appeared in Debtor's bankruptcy as  
28 "Special Litigation to Counsel to the Debtors and Debtors in Possession", Docket #4200. At

1 the May 20<sup>th</sup> hearing, the new judge was confused by Locke Lord's presence on behalf of  
2 the two dismissed Defendants. All parties – including Mr. Shaham – argued that Locke  
3 Lord's presence was proper as the dismissed Plaintiff David Rozier had not properly  
4 dismissed the two Defendants. [Rozier Decl 33]

5 b. Names of proper Defendants. Claimant was suing Bank of America RAMP 2007 but US  
6 Bank RAAC claimed it was the party that should be sued. The Court agreed that U.S. Bank  
7 RAAC 2007RP1 would be added solely to pay any claims awarded against Bank of America  
8 RAMP 2007RP1. [Rozier Decl 32, 33]

9 c. Allegations allowed: Claimant understood that the Court had disallowed certain  
10 allegations and she excluded them from her amended complaint. Claimant was unaware  
11 that she couldn't add different charges, including charges that were specific to the newly  
12 added Defendant or allegations that Claimant was unaware of at the time she made her  
13 Second Amended Complaint. Claimant – who is not a lawyer – later discovered that she  
14 should have asked for leave for the court to amend the complaint out-of-time. At no time  
15 did Claimant intend to disobey the Court's order. [Rozier Decl 34, 36]

16 8. Mr. Shaham provided false and deliberately misleading information to the New York Court  
17 regarding when his firm provided me with the California Superior Court's June 5, 2014 order  
18 granting terminating sanctions. [Rozier Decl 37] His exhibits would have an unknowing party  
19 believe that his firm promptly sent the order and I waited 60-days to appeal, and therefore filed an  
20 untimely appeal. I provided the Bankruptcy court with a Certified Copy of the actual court order  
21 with Proof of Service attached.

22 II. **Mr. Shaham Omits Critical Details With the Clear Intent to Mislead the Court**

23 9. Debtors would have the New York Court believe that the California court has not already ruled on  
24 the merits of its tender argument. That is one of the few items in this litigation that has been  
25 heard and decided, and three different judges ruled that no tender was required. Mr. Shaham

1 conveniently omits the countless times he had **pledged** with the California court to make  
2 Appellant-Claimant pay *something*. He is usually quite dramatic about the point, clearly trying to  
3 portray Rozier as some type of deadbeat. At least three different judges – Derek Hunt, Ronald  
4 Baeur, and Sheila Fell – have heard his pleas, reviewed the evidence, and ruled in Appellant-  
5 Claimant's favor. That is a matter of the record of this case, with facts specific to this case. [Rozier  
6 Decl 12, 21, 29]

- 7 10. Mr. Shaham makes it appear that his client participated in Discovery in good faith but that  
8 Appellant-Claimant refused to cooperate. [Shaham Decl 10-12] In fact, I initiated Discovery and  
9 U.S. Bank failed to respond. When it did respond, it refused to provide its answers under penalty of  
10 perjury as required by law. [Rozier Decl 42]
- 11 11. Mr. Shaham also fails to disclose how his firm was awarded Summary Judgment through trickery  
12 and confusing. In addition to the Discovery fiasco described in the preceding paragraph, the Court  
13 held a Motion to Compel Discovery hearing in my absence when it knew or should or have known  
14 that my absence was excusable. Even after being presented with a Notice of Appearance at Trial  
15 by the Los Angeles Superior Court Judge, the Orange County court refused to vacate the December  
16 11, 2013 order in a timely manner. That is a matter under appeal. [Rozier Decl 43 -45]
- 17 12. Mr. Shaham's benign description of events surrounding Appellant-Claimant's current effort to  
18 vacate the Court's July 2, 2014 order vacating terminating sanctions are equally divorced from  
19 reality. [Shaham Decl 13, 14]. The Superior Court has continued this hearing several times because  
20 they found Appellant-Claimant's story credible. Appellant-Claimant alleges that she did not waive  
21 service and was confused about the date of the hearing, showing up one day late. As the hearing  
22 was set on Friday, Rozier was taken into custody on Monday and endured "soft torture" designed  
23 to break her, and not released until June 30<sup>th</sup>, the Court found it credible that Rozier could have  
24 been confused about the date of the hearing. [Rozier Decl 51] As Mr. Shaham did not provide  
25 notice and could provide no other instance where Rozier had waived notice, the Court has  
26  
27  
28

continued the hearing to vacate. The lower court judge has been quite clear that she will not vacate the injunction and restraining order if the Appeals Court takes jurisdiction and the Appeals Court has been clear that it intends to take jurisdiction. Severson and Werson, by and through its attorneys Yaron Shaham, Adam Barasch, John Sullivan, Kerry Franich and Jan Chilton, are aggressively bouncing one court against the other hoping to defeat Rozier with its strength since it can't prevail on the merits.

**III. Mr. Shaham's Conduct in the California Action Has Been Equally Outrageous**

13. In the California Action, I accused Mr. Shaham of committing perjury when he signed a Substitution of Attorney stating that he previously represented Bank of America knowing fully well his firm never did. [Rozier Decl 13, 14] The Court ruled that it was not a matter to be heard Ex Parte. [Rozier Decl 15, 16] I have been prevented by following through on this motion due primarily to harassment by Debtor's lawyers Severson and Werson.

14. Mr. Shaham, by and through his firm Severson and Werson, have been equally outrageous in the abuse of other courts, including the criminal courts. This is a strategy they have used multiple times to discredit aggressive homeowners when they can't win on the merits. In addition to falsely prosecuting me for "workplace violence" though I have never visited their offices, barely phone them, and never threatened them with anything other than legal prosecution for their crimes, they aggressively pursued false charges against me. [Rozier Decl 23 -26]. They have since tried to have me incarcerated, clearly hoping I will be unable to prosecute my case on its merits. [Rozier Decl 61]

22. a. U.S. Bank, N.A. agents used false evidence to have Mary McCulley detained for ten months on a fake gun charge, hoping to break her spirits. She was later acquitted of all charges and won a \$6,000,000 verdict against them around March 2014, which withheld U.S. Bank's appeal<sup>2</sup>. [Rozier Decl 49]

28. <sup>2</sup> Ironically, Ms. McCulley is presently incarcerated for "tricking" the same agent falsely who claimed she pointed a gun at him into providing evidence U.S. Bank N.A. was legally required to provide. Ms. McCulley was given the

1 b. U.S. Bank, N.A. attempted to have Pamela Sue Ragland charged with Bankruptcy Fraud in  
2 order to derail her litigation against them. Ms. Ragland entered into a confidential  
3 settlement with U.S. Bank on Friday September 26, 2014. I suspect they are trying to  
4 quiet her because her case demonstrates that the stress of wrongful foreclosure  
5 exacerbates symptoms of Autism in children who previously appeared quite healthy.

6 [Rozier Decl 50] Ms. Ragland was a witness at Severson and Werson's hearing request for  
7 a Workplace Violence Temporary Restraining Order against me and can testify to the  
8 actual events of the hearing. The Judge who awarded the WVRO has since been  
9 censured by the California Judiciary for abuses of power from the bench. [Rozier Decl 25]  
10 In his stipulation, Judge Scott Steiner admits to having sex in chambers with one lawyer  
11 working on a case appearing before him. I alleged at the time of the hearing that the Court  
12 concealed Mr. Steiner's identity from me, not that I would have sex with him for a ruling!  
13 However, based on Severson and Werson's aggressive behavior in the litigation, I can't say  
14 what they would or would not do to get a TRO.

15. Mr. Shaham admits that U.S. Bank started the foreclosure procedures one day early. [Shaham Decl  
16 13]. The Court's Injunction and Restraining Order are quite clear that U.S. Bank was prohibited  
17 from taking any action related to foreclosure. California has a statutory seven day grace period,  
18 which U.S. Bank is aware of. [Ragland vs. U.S. Bank] [Rozier Decl 52]

19  
20  
21 16. Attempts to unduly influence appeals court Mr. Shaham would have the New York court believe  
22 that the lower court terminated sanctions and that this order is not under appeal, which is false.  
23 [12, 13, 14]. The truth is that Appellant-Claimant appealed the Court's order granting terminating  
24 sanctions and the California Appeals Court accepted that Appeal. U.S. Bank began harassing the  
25

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26 option of "Plead guilty and you can remain free to prosecute your case against U.S. Bank". OR "Plead innocent and  
27 we will lock you up for another year until your criminal trial is held, and you will miss your civil trial." As I was in  
28 constant direct communication with Ms. McCulley at the time, I recall the details vividly. I disagreed with her  
decision to plead, but as I had not yet been wrongfully incarcerated, I did not fully grasp the depth of depravity one  
endures inside jails. As I was held in isolation for my entire incarceration, I still do not.

Appeals Court to dismiss Appellant-Claimant's appeal so aggressively that the Court took several actions on its own motions:

- a. Contacted Rozier to ask her intent about the appeal. Upon discovering that Rozier was incarcerated based on the false testimony of two Bank of America agents, granted Rozier an automatic one-week extension to file documents. Rozier complied. [Rozier Decl 47, 48]
- b. Closed the first appeal and opened a new appeal by mistake, and then closed the first appeal and consolidated everything under the new case. The Appeals Court admitted it was confused by the dates as the Minute Order was dated April 20 and the Order was signed on June 5, 2014. During its aggressive contacts, U.S. Bank had submitted to the Court that Appellant-Claimant filed her appeal late. I showed the court evidence that U.S. Bank did not serve me with the Order until June 25, 2014. The Court deemed my filings timely and opened a new appeal. [Rozier Decl 56] Despite the clear facts, U.S. Bank has submitted another fabricated set of events to the Court attempting to again have the appeals case dismissed. [Rozier Decl 55] Claimant's answer is due on October 6, 2014.
- c. Contacted Severson and Werson by phone Appellant-Claimant's presence and demanded that they provide a single point of contact. This was after Appellant-Claimant's complained that SWA was both refusing electronic service and demanding that I mail packages to both their San Francisco and Irvine, CA offices. Orange County is mandatory efilng and Claimant has been efilng since the policy was enacted. . [Rozier Decl 58, 59]
- d. Granted Appellant- Claimant an additional week to file responses. [Rozier Decl 60]

17. Attempts to unduly influence superior court with false information: Mr. Shaham sent or caused to be sent an email regarding an Ex Parte to terminate sanctions but did not properly caption the subject. . [Rozier Decl 46] An an Ex Parte is an extraordinary request, extraordinary care should be taken to notify all parties. The Presiding Judge is a stickler for notification, which Mr. Shaham well knows. Instead of captioning the subject header NOTICE OF EX PARTE as his firm has done with the

1 countless notices, they chose an innocuous and innocent sounding title and did not mark the  
2 notice urgent. [Rozier Decl 46] He then routinely misrepresented the status of the appeal,  
3 attempting to sway the lower court to ignore the Appeals court's jurisdiction. [Rozier Decl 53, 54]

4 **18. Abuse of Discovery Process in California Superior Court:** Mr. Shaham conceals his involvement with  
5 Debtor RFC's attempts to conduct Discovery in California. — While Debtor RFC'S dismissal was not  
6 recorded until November 21, 2013 [Shaham Decl 9], Claimant-Plaintiff Rozier attempted to comply  
7 with the Bankruptcy Stay but was prevented from doing so by Debtor RFC's activity in the  
8 California litigation. Debtor RFC filed a notice of bankruptcy stay in June 2013. Severson and  
9 Werson, APC continued to file documents in both Debtor RFC and U.S.Bank's name. When RFC did  
10 not answer the complaint, Claimant-Plaintiff filed a request for default against Debtor. The Clerk  
11 denied Claimant's request because of the bankruptcy stay. [Rozier Decl 35, 38] Shortly thereafter,  
12 RFC propounded Discover Requests against Claimant-Plaintiff. [Rozier Decl 39] I sought relief from  
13 the Court, and the Clerk instructed me to file a dismissal against Debtor RFC. [Rozier Decl 40] Mr.  
14 Shaham carefully omits these details from the court. His lack of candor should be judicially noted<sup>3</sup>.  
15

16 **IV. Prayer**

17  
18 When our son was blind, we forgave him many trespasses. [Please see Attachment 1] Now he can see. I  
19 believe that I have shown the Court that the Shaham Declaration is so false and fabricated that it should be  
20 stricken in its entirety. Movant respectfully request that this court:  
21

- 22 (1) Strike the Declaration of Yaron Shaham in its entirety;  
23 (2) Order Severson and Werson, APC. to pay Rozier \$750 immediately as sanctions to cover her costs  
24 in preparing this response.  
25 (3) Issue an Injunction against Severson and Werson, APC ordering them to stop harassing Rozier.

26  
27 <sup>3</sup> At the time of the events, Rozier assumed Severson and Werson were falsely biling the New York litigation for the  
28 work they were doing in California on U.S. Bank RAAC 2007RP1's behalf. [Rozier Decl 41]. Since then, it is clear  
that Debtors, lawyers for U.S. Bank RAAC 2007RP1's and lawyers for Bank of America RAMP 2007 – each firm  
which represents Debtors in some capacity, are in collusion.

1  
2  
3  
4  
Respectfully,

KAREN MICHELE ROZIER,  
Unrepresented Claimant

5  
**MEMORANDUM OF POINTS AND AUTHORITIES**

6  
**From Black's Law (Abridged Seventh Edition)**

7  
**Collusion:** (n) An agreement to defraud another or to do or obtain something forbidden by law

8  
**Extortion:** (n) 2. The act or practice of obtaining something or compelling some action by illegal  
9  
means, as by force or coercion

10  
**Perjury:** (n) The act or an instance of a person's making material false or misleading statements  
11  
while under oath

12  
**Sherman Antitrust Act.** A federal statute, passed in 1890, that prohibits direct or indirect  
13  
interference with the freely competitive interstate production and distribution of goods. This Act  
14  
was amended by the Clayton Act in 1914. USCA §§ 1-7.

15  
**Clayton Act.** A federal statute – enacted in 1914 to amend the Sherman Act - that prohibits price  
16  
discrimination, tying arrangements, and exclusive-dealing contracts, as well as mergers and  
17  
interlocking directorates, if their effect might substantially lessen competition or create a  
18  
monopoly in any line of commerce.

19  
**28 U.S. Code § 1746 - Unsworn declarations under penalty of perjury**

20  
Wherever, under any law of the United States or under any rule, regulation, order, or requirement made  
21  
pursuant to law, any matter is required or permitted to be supported, evidenced, established, or proved by

1 the sworn declaration, verification, certificate, statement, oath, or affidavit, in writing of the person making  
2 the same (other than a deposition, or an oath of office, or an oath required to be taken before a specified  
3 official other than a notary public), such matter may, with like force and effect, be supported, evidenced,  
4 established, or proved by the unsworn declaration, certificate, verification, or statement, in writing of such  
5 person which is subscribed by him, as true under penalty of perjury, and dated, in substantially the  
6 following form:

7  
8 (1) If executed without the United States: "I declare (or certify, verify, or state) under penalty of perjury  
9 under the laws of the United States of America that the foregoing is true and correct. Executed on  
10 (date). (Signature)".

11  
12 (2) If executed within the United States, its territories, possessions, or commonwealths: "I declare (or  
13 certify, verify, or state) under penalty of perjury that the foregoing is true and correct. Executed on  
14 (date). (Signature)".

15  
16 **18 U.S. Code § 1621 - Perjury generally**

17  
18 Whoever— (2) in any declaration, certificate, verification, or statement under penalty of perjury as  
19 permitted under section 1746 of title 28, United States Code, willfully subscribes as true any material  
20 matter which he does not believe to be true; is guilty of perjury and shall, except as otherwise expressly  
21 provided by law, be fined under this title or imprisoned not more than five years, or both. This section is  
22 applicable whether the statement or subscription is made within or without the United States.

23  
24 **18 U.S. Code § 1623 - False declarations before grand jury or court**

25  
26 (a) Whoever under oath (or in any declaration, certificate, verification, or statement under penalty of  
27 perjury as permitted under section 1746 of title 28, United States Code) in any proceeding before or  
28 ancillary to any court or grand jury of the United States knowingly makes any false material declaration or

1 makes or uses any other information, including any book, paper, document, record, recording, or other  
2 material, knowing the same to contain any false material declaration, shall be fined under this title or  
3 imprisoned not more than five years, or both.

4 (b) This section is applicable whether the conduct occurred within or without the United States.  
5

6 (c) An indictment or information for violation of this section alleging that, in any proceedings before or  
7 ancillary to any court or grand jury of the United States, the defendant under oath has knowingly made two  
8 or more declarations, which are inconsistent to the degree that one of them is necessarily false, need not  
9 specify which declaration is false if—  
10

11 (1) each declaration was material to the point in question, and  
12

13 (2) each declaration was made within the period of the statute of limitations for the offense charged under  
14 this section.  
15

16 In any prosecution under this section, the falsity of a declaration set forth in the indictment or information  
17 shall be established sufficient for conviction by proof that the defendant while under oath made  
18 irreconcilably contradictory declarations material to the point in question in any proceeding before or  
19 ancillary to any court or grand jury. It shall be a defense to an indictment or information made pursuant to  
20 the first sentence of this subsection that the defendant at the time he made each declaration believed the  
21 declaration was true.  
22

23 (d) Where, in the same continuous court or grand jury proceeding in which a declaration is made, the  
24 person making the declaration admits such declaration to be false, such admission shall bar prosecution  
25 under this section if, at the time the admission is made, the declaration has not substantially affected the  
26 proceeding, or it has not become manifest that such falsity has been or will be exposed.  
27  
28

1 (e) Proof beyond a reasonable doubt under this section is sufficient for conviction. It shall not be necessary  
2 that such proof be made by any particular number of witnesses or by documentary or other type of  
3 evidence.

4 **Federal Rules of Civil Procedure (F.R.C.P.) (c)(4) Affidavits or Declarations.** "An affidavit or declaration used  
5 to support or oppose a motion must be made on personal knowledge, set out facts that would be  
6 admissible in evidence, and show that the affiant or declarant is competent to testify on the matters  
7 stated." The Shaham declaration is filled with false statements and he admits that he relies on what other's  
8 have told him.

9  
10 **Internal Revenue Code (IRC) § 860(d)** states that in order to have lawful tax-free status, the loan must be  
11 deposited into the trust within 90-days of the trust's *start-up date*. This is known as the cut-off date. The  
12 transfer must be lawful pursuant to a document or writing that does not create a presumption that the  
13 transfer violated state law or any other controlling trust document. This is not a form over substance  
14 argument. In RMBS transactions, a violation of state law or of the Pooling and Servicing Agreement (PSA)  
15 would open the trust to liability. Debtor's PSAs for RAMP 2007RP1 (if it ever existed) and RAAC 2007RP1  
16 are governed by New York law. New York trust law requires strict compliance with the trust documents,  
17 any transaction by the trust that is in contravention of the trust documents is void, meaning that the  
18 transfer is an *ultra vires* act. An attack upon the transfer of loan documents based on *ultra vires* acts of the  
19 trust will render those transfers unlawful and void as a matter of law. See Judge Isgur's decision which  
20 relied on Judge Wayne Saitta's decision and analysis of New York Trust Law in Wells Fargo v. Erobobo, 2013  
21 WL 1831799, 2013 N.Y. Slip. Op. 50675(U) (NY Supreme Court, Kings County, 4/29/13).  
22  
23

24  
25 Respectfully,

26  
27  
28 KAREN MICHELE ROZIER,  
Unrepresented Claimant

Case 12-12020 (MG)

Page 17 of 267

Karen M. Rozier  
1 7957 Dahlia Circle  
2 Buena Park, CA 90620  
3 (714) 512-5740  
Claimant Unrepresented

4  
5 UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

6  
7 In re:

8 Residential Capital, LLC, et. al.

9 Debtors

)  
Case No. 12-12020 (MG)  
) Chapter 11  
) Jointly Administrated  
)  
DECLARATION OF KAREN MICHELE ROZIER IN  
) SUPPORT OF MOTION TO STRIKE THE  
DECLARATION OF YARON SHAHAM IN SUPPORT  
) OF THE OBJECTION OF THE RESCAP BORROWER  
) CLAIMS TRUST TO PROOFS OF CLAIM FILED BY  
) KAREN MICHELE ROZIER (CLAIMS NOS. 4738 AND  
5632)  
)  
[Related to 7474-4, 7457]  
)  
Hearing: October 22, 2014  
Time: 10:00 A.M. EST  
)

- 17  
18 1. I am Karen Michele Rozier, the Claimant in the subject case for Proofs of Claim 4738 and 5632, over  
19 the age of 18 and without benefit of counsel in this litigation. I have personal knowledge of the facts  
20 herein, and, if called as a witness, could testify competently thereto. I am competent to submit this  
21 declaration in support of my "MOTION TO STRIKE THE DECLARATION OF DEANNA HORST IN  
22 SUPPORT OF THE OBJECTION OF THE RESCAP BORROWER CLAIMS TRUST TO PROOFS OF CLAIM FILED  
23 BY KAREN MICHELE ROZIER (CLAIMS NOS. 4738 AND 5632)" (the "Motion to Strike"<sup>1</sup>).  
24  
25  
26  
27  
28

---

<sup>1</sup> Defined terms used but not defined herein shall have the meanings ascribed to such terms in the Objection.

- 1       2. Mr. Shaham's declaration was submitted pursuant to 28 U.S.C. § 1746 under penalty of perjury as
- 2                  being "true and correct" with no caveats attached such as "to the best of my knowledge". I carefully
- 3                  reviewed each and every statement contained therein.
- 4       3. In his declaration, Mr. Shaham offers to provide hearsay testimony. [Shaham Decl para3] I pray the
- 5                  Court does not allow that.
- 6       4. I filed case 30-2012 00601310-CU-OR-CJC on September 27, 2012. A true and correct copy of the
- 7                  California Action title sheets are attached hereto as **Exhibit 1**.
- 8       5. At the time, I believed Debtors and U.S. Bank National Association, as Trustee, as Successor in
- 9                  Interest to Bank of America, National Association, successor by merger to LaSalle Bank National
- 10                 Association, as Trustee RAAC 2007RP1 RAAC 2007RP1 [herein referred to as U.S. Bank RAAC
- 11                 2007RP1] were represented by Adam Barasch of Severson and Werson, APC. In my First Amended
- 12                 Complaint filed on October 29, 2012 I accused Mr. Barasch of Violation of California Business and
- 13                 Professions Code 17200 *et seq* for attempting to extort my cooperation in my federal bankruptcy
- 14                 appeals case CC-12-1359<sup>2</sup>. In my Second Amended Complaint, added Mr. Barasch as a Defendant
- 15                 and Mr. Barasch was withdrawn from the case. My allegations were based on an email he sent
- 16                 offering that Debtors would rescind the wrongful foreclosure done on behalf of Bank of America
- 17                 RAMP 2007 if I would grant U.S. Bank RAAC 2007 additional time in my appeal. Shortly after I
- 18                 dismissed him from the California Action, he accused me of "threatening to kill him" though he could
- 19                 produce no evidence that I had ever threatened his with anything but civil and criminal action or that
- 20                 we had communicated at all in months. A true and correct copy of that communication is attached
- 21                 hereto as **Exhibit 2**.
- 22       6. I dismissed Mr. Barasch as a Defendant after deciding that it was too difficult to sue a lawyer and a
- 23                 bank. I am not a lawyer and do not have a team supporting me or financing my litigation.

28       2 Bankruptcy Case No: 8:11-21727-CB, 9<sup>th</sup> Circuit Court of Appeals Case No: 13-60106

1       7. In his declaration, Mr. Shaham conveniently omits certain crucial facts in his description of "Rozier's  
2                  Litigation History", as well as making enough false statements that he should be charged with  
3                  violating 28 U.S.C. § 1746. He begins in paragraph 4 by claiming that I titled my case Rozier vs. Bank  
4                  of America, National Association, successor by merger to LaSalle Bank National Association, as  
5                  Trustee RAAC 2007RP1. [Shaham Decl para 4] That is a materially false statement, designed to  
6                  conceal the problems which make Debtors' claims of innocence crumble under scrutiny. As per the  
7                  caption sheets from the litigation, I have referred to Defendant Bank of America, National  
8                  Association, successor by merger to LaSalle Bank National Association, as Trustee RAMP 2007RP1  
9                  [herein referred to as Bank of America RAMP 2007RP1] as Bank of America, National Association,  
10                  successor by merger to LaSalle Bank National Association, as Trustee RAMP 2007RP1<sup>3</sup>, the name the  
11                  provided on the recorded documents and our communication.

13       8. Debtors made their first appearance on 11/09/2012 when Attorney Ben A. Eilenberg appeared.  
14                  According to his business card, he was employed with Severson and Werson, APC at the time. A true  
15                  and correct copy of that Minute Order is attached hereto as Exhibit 3.

16       9. I can neither confirm nor deny Mr. Shaham's testimony that he has been involved in this litigation  
17                  from October 2012 to the present. [Shaham Decl para 1] I first recall meeting Mr. Shaham on January  
18                  2, 2013 when he appeared in Case 30-2012 00601310-CU-OR-CJC [herein referred to as "the  
19                  California Action", when he claimed to represent "Defendants". I can find no record of us meeting or  
20                  talking earlier. A true and correct copy of my Motion for Preliminary Injunction is attached hereto as  
21                  Exhibit 4.

23       10. Until I read his declaration, I was unaware that Mr. Shaham worked for the law firm called Wolfe &  
24                  Wyman from March 2007 to May 2010. [Shaham Decl para 1] I have been involved in litigation  
25                  against Debtor GMAC Mortgage since October 2008. During the 2008 -2010 timeframe, Debtor was

27  
28       <sup>3</sup> On the Third Amended Complaint I use both the suffix RAMP 2007RP1 with an AKA of "RAAC 2007 RP1", but only  
                at the Court's direction.

1 represented by John Calvagna of Wolfe & Wyman. Coincidentally enough, Mr. Calvagna has been on  
2 the call-in line for at least two major hearings in this matter.

3 11. Debtors did not provide any declarations from its counsel from 2008-2012. In addition to being  
4 represented by Wolfe & Wyman, Debtors were represented by PITE DUNCAN, LLP. Mr. Shaham and  
5 Mr. Calvagna of Wolfe & Wyman have represented clients in the same courtroom at the same time  
6 on at least two different occasions so they are clearly in communication.

7 12. At the January 2, 2014 hearing, Mr. Shaham was quite evasive when questioned by Judge Derek  
8 Hunt. Debtors and U.S. Bank RAAC 2007RP1 had scheduled a foreclosure sale for that week.  
9 Although he did not issue the Preliminary Injunction at the hearing, Judge Hunt was quite clear with  
10 Mr. Shaham, promising Mr. Shaham that if Defendants [U.S. Bank RAAC 2007RP1 or Debtors] sold or  
11 caused my home to be sold, that he [Judge Hunt] would personally see to it that Mr. Shaham served  
12 time in Orange County jail. At this point, Defendant Bank of America RAMP 2007 RP1 had not yet  
13 appeared in the litigation and was still in default. I naturally celebrated quite loudly. A true and  
14 correct copy of that Minute Order is attached hereto as **Exhibit 5**. Also at the hearing, Mr. Shaham  
15 asked that I be required to tender over \$280,000 and I pointed out that his so-called client obtained  
16 an interest in an unsecured non priority nonperforming asset after the statute of limitations to  
17 collect a date had expired in the state of California. Judge Hunt did not order tender.  
18

19 13. Mr. Shaham again appeared at a hearing in the California Action on January 11, 2013, asking the  
20 court to set aside a default against Defendant Bank of America RAMP 2007RP1 as they had not yet  
21 appeared in the litigation. Judge Hunt asked Mr. Shaham if he represented the Defendant Bank of  
22 America RAMP 2007RP1 and Mr. Shaham answered "no". Mr. Shaham claimed to represent  
23 Defendants U.S. Bank RAAC 2007RP1 and Defendants/ Debtors GMAC Mortgage ["GMACM"] and  
24 ETS Services, LLC dba Executive Trustee Services ["ETS"]. Judge Hunt denied U.S Bank's request on  
25 behalf of Bank of America RAMP 2007RP1. A true and correct copy of that Minute Order is attached  
26 hereto as **Exhibit 6**.

14. Despite admitting to Judge Hunt that he did not represent Bank of America RAMP 2007RP1, Mr.

1  
2 Shaham executed a Substitution of Attorney ["SOA"] on January 16, 2013 claiming that he was  
3 substituting out from representing the company he never represented. BRYAN CAVE LLP was  
4 substituted in for Bank of America RAMP 2007RP1. A true and correct copy of that Substitution of  
5 Attorney is attached hereto as **Exhibit 7**.

6 15. After researching all parties, I filed an Ex Parte motion seeking to overturn what I felt was a

7 fraudulent SOA. In my motion, I alleged that Mr. Shaham had a conflict as he claimed he was  
8 representing both the interests of Debtors and the interest of "the largest unsecured creditor of  
9 Defendant GMACM." A true and correct copy of my application is attached hereto as **Exhibit 8**.

10 16. Judge Hunt ruled on February 4, 2013 that my request was not one that should be brought on an Ex  
11 Parte basis. He gave me leave to bring a motion on the regular law and motion calendar for  
12 Department C24. A true and correct copy of that Minute Order is attached hereto as **Exhibit 9**.

13 17. The following day on February 5, 2013 Judge Derek Hunt presided over the Preliminary Injunction  
14 motion hearing. Mr. Shaham requested several times that the court order Rozier to pay a \$280,000+  
15 bond, emphatically claiming that Debtors and U.S. Bank RAAC 2007RP1 had a legitimate claim to  
16 make the demand. After hearing both sides and reviewing the evidence, Judge Derek Hunt denied  
17 their request for a \$280,000 bond. Instead, he ordered Rozier to pay a \$5,000 trial bond prior to the  
18 trial, which he set for 09/23/2013. A true and correct copy of that Minute Order is attached hereto  
19 as **Exhibit 10**. Naturally, I celebrated again. A true and correct copy of the Preliminary Injunction is  
20 attached hereto as **Exhibit 11**.

21 18. My husband and I then called the ETS sales line to discover that Debtors and US Bank had scheduled  
22 a sale of home the following day at 1:30. I believe that Judge Derek Hunt's courtroom was scheduled  
23 to be dark that day.

24 19. My litigation was to protect my rights and to hold all parties accountable for the bad acts they  
25 committed against me or using documents bearing my name or likeness. As the Dahlia Circle  
26

1 property was transferred into Trust, all future activities were legally required to go through the trust.  
2

3 My husband David is the Trustee of the Trust, David Bear Irrevocable Living Trust. When David filed  
4 his case on behalf of the trust, he also filed a Statement of Related Cases.

5 20. In his Declaration, Mr. Shaham gives the impression that I asked for a Preliminary Injunction in one  
6 courtroom while my husband was requesting a Temporary Injunction in another courtroom.

7 [Shaham Decl para 7] This is a complete lie. Mr. Shaham was present at both hearings, as were both  
8 Roziers. Mr. Shaham's sworn statements are also contradicted by his own evidence. Debtor's Exhibit  
9 3-B, page 341 of 361 prove that the Court issued the Preliminary Injunction on Feb 05, 2013 and that  
10 Rozier was only ordered to post a \$5,000 bond. Debtor's Exhibit 3-B, page 154 of 361 prove the Ex  
11 Parte application for a Temporary Restraining Order was held the following day at 08:00 in front of  
12 Judge Ronald Bauer. A true and correct copy of that Minute Order is attached hereto as **Exhibit 12**.  
13 Mr. Shaham was present for both hearings, just as he was present for the Monday hearing on the  
14 SOA. I specifically recall him calling me a bully for requiring him to be in court three days in a row. He  
15 also claimed that he had not been properly served with the paperwork for the emergency Ex Parte  
16 hearing, as well as him complaining about the early start. The normal court operating hours are from  
17 9am -4pm. Judge Bauer opened his courtroom early after I explained to his Clerk how Debtors and  
18 US Bank had scheduled the sale after the Preliminary Injunction. Judge Bauer usually hears Ex Parte  
19 applications at 1:30 pm, but the sale was scheduled for 1:00 pm.

20 21. Mr. Shaham also asked Judge Bauer to require the Roziers or the Trust to post a \$280,000 bond.

22 Judge Bauer refused and allowed the \$5,000 bond requirement to stand. A true and correct copy of  
23 the Restraining Order is attached hereto as **Exhibit 13**.

24 25 22. Judges Hunt and Baeur decided to consolidate all cases under one judge. As David's case was  
26 classified as "Complex" and my case was classified a "Non-complex", normal court protocol dictated  
27 that the Complex court retain jurisdiction. However, although Judge Hunt is in the Non-complex  
28 division, he has a reputation for being meticulous and with little tolerance for frivolity, qualities I

1 expect in a judge. He not only demands that parties try cases on the merits but he also expects  
2 lawyers to be literate and succinct. He is not well adored, but he is definitely respected. All parties  
3 agreed that since Judge Hunt had the lower case number, David would allow his complex case to be  
4 consolidated with my non-complex case, with Judge Derek Hunt presiding. [See Exhibit 12]

5 23. Shortly thereafter, I wrote Mr. Shaham and requested to see my entire loan file. He responded by  
6 accusing me of Workplace Violence, claiming that I threatened to kill him. I made no such threat.  
7 That matter was heard before one Judge Scott Steiner. At the hearing, Severson and Werson  
8 presented a video recording where I threatened to have him arrested for his crimes. In fact, I filed  
9 criminal police reports against Mr. Shaham accusing him of fraud, Judge Scott Steiner claimed my  
10 tape words were inadmissible. Instead, he allowed Mr. Shaham's declaration to stand. In his sworn  
11 declaration (which was contradicted by my audio), Mr. Shaham claims I stated I was going to kill him.

12 24. I made no such threat. My actual behavior was to press criminal charges against Mr. Shaham. I filed  
13 report 13-30413 in the City of Fullerton, Case 13-18125 in the City of Buena Park and attempted to  
14 file a criminal case in the City of Santa Ana. True and correct copies of the cases filed are attached  
15 hereto as Exhibits 14 and 15 respectively.

16 25. At the time, tensions in Orange County were quite high. Orange County, which at the time was less  
17 than 1.8% African American, was rounding up Black people as it searched for Christopher Dorner.  
18 Mr. Dorner was a former Naval Officer who joined the LAPD, but then later accused certain officers  
19 of racism and discrimination. He was accused of murdering two people out of his so-called rage.  
20 Prior to being formally charged with any crime, the LAPD placed a million dollar "dead or alive"  
21 bounty on his head. At least three innocent people were shot during the manhunt. Mr. Dorner was  
22 eventually cornered, but that is where the story gets murky. The prevailing theory is that the LAPD  
23 set the cabin on fire while he was still alive inside. Mr. Shaham used the Dorner incident and a  
24 questionable judge to easily obtain his Workplace Violence Restraining Order. I complained to the  
25 Judicial Commission about the Judge and was instructed to refile my claim and appeal "should the  
26  
27  
28

1 judge be convicted of a crime." I do not believe the Judge was ever charged. However, he was  
2 censured by the California Judicial Commission on September 2, 2014. Among other crimes of a  
3 moral nature, Judge Steiner was censured for abuses of public trust while on the bench. His censure  
4 is a matter of public record. Mr. Steiner stipulated to having sex in chambers with counsel appearing  
5 before him and allowing his adulterous sexual relationship to influence his on-bench rulings<sup>4</sup>.

6 26. Judge Steiner's order that Rozier must "be nice" to the lawyers defies logic as the definition of nice is  
7 subjective. After securing their Workplace Violence restraining order, Severson and Werson made it  
8 quite difficult for Rozier to prosecute her case in California.

9 27. After successfully preventing me from viewing their office operations, Mr. Shaham sent me what he  
10 claimed was my entire loan file. However, there were no documents contained therein for the period  
11 May 6, 2006 – May 31, 2006. I suspect that was because in my initial California litigation, I stated  
12 that I rescinded the Modification and Note and signed a new loan on May 28, 2006. The May 22,  
13 2006 Modification that Mr. Shaham and Debtors purport to be valid was rescinded precisely because  
14 it did not secure any debt to any property. As it turned out, Debtor's own files and records provided  
15 evidence that I executed a new Note on June 1, 2006, after the May Modification which Debtors now  
16 claims is valid. That Note closed on June 6, 2006. I was led to believe that it replaced the  
17 Modification. At the time, I was represented by the Law Offices of Judith Deming. A true and correct  
18 copy of the June 1, 2006 Truth in Lending Statement is attached hereto as Exhibit 16.

19 28. Mr. Yaron Shaham, co-counsel for Debtor, presented to the judge that I signed two notes – a secured  
20 loan for \$576,000 dated 12/23/2005 and an unsecured loan for \$576,000 dated 06/1/2006. The  
21 presiding judge of the Superior Court rejected that theory. The California Judiciary has consistently  
22 ruled that tender is not required in this case because no party has proved they have a valid debt.  
23  
24

25  
26  
27  
28 <sup>4</sup> Fortunately, he is considered one of the worst in Orange County. His behavior shocked even those who routinely engage in minor offenses or moral lapses.

1 29. As Mr. Shaham is well aware, the Statute of Limitations to collect a debt in California is 5-years. Mr.  
2 Shaham claims I made my last payment on November 27, 2007. Debtor's allege that U.S. Bank  
3 acquired the debt in March 2013 after the September 24, 2012 foreclosure. The record shows that  
4 Bank of America RAMP 2007RP1 transferred something to U.S. Banks RAAC 2007 RPI sixty-three (63)  
5 months later in January 2012, before the sale. In any event, the time for any entity to enforce the  
6 debt if it were a valid debt had long expired before U.S. Bank took an interest in the property. There  
7 only legal remedy as a third party debt buyer is foreclosure pursuant to a valid Deed of Trust, but  
8 without a default on a valid note, U.S. Bank has no recourse in California. It is not I who am trying to  
9 get a house for free, but rather U.S. Bank that is trying to steal my home using illegal tactics.

10 30. Shortly thereafter, Mr. Shaham - while representing U.S. Bank RAAC 2007RP1 and Debtor Residential  
11 Funding - responded by bringing in the large law firm Locke Lord, LLP to execute peremptory  
12 challenged to have the case removed from Judge Derek Hunt. Locke Lord also represents the Debtors  
13 in this New York bankruptcy.

14 31. Although the Court on its own motion had dismissed the Trust<sup>5</sup> as a Plaintiff and I had dismissed all  
15 defendants except US Bank and Bank of America RAMP 2007RP1, Locke Lord LLP claimed that the  
16 dismissal was not proper because the Court had not required the Trust also dismiss all defendants.  
17 After the case was removed from Judge Hunt's court, Locke Lord withdrew from the case in May.  
18 Their only official act in the case was to file a peremptory challenge on behalf of two dismissed  
19 Defendants.<sup>6</sup>

20 32. On May 20, 2013 Mr. Shaham we had a hearing to determine who the correct parties should be in  
21 the litigation. [Shaham Decl para 8] A true and correct copy of the transcript from that lengthy

22  
23  
24  
25  
26 <sup>5</sup> At the time, we had not hired a lawyer to represent the Trust. We incorrectly assumed that David could  
27 represent the Trust as he is the Trustee. Judge Hunt granted the Trust leave to file a complaint to renew its suit  
provided the Trust is represented by a BAR attorney.

28 <sup>6</sup> That should be considered an act of judge shopping. I have appealed this series of events in my appeals case  
G050520 in the California Court of Appeals. In my appeal, I include the Court's ruling both on Summary Judgment  
and for Terminating Sanctions.

**Exhibit 17<sup>7</sup>.**

33. As per Debtor's Exhibit 3-B page 2 (lines 11, 14 and 21-25) of the transcript, the Court acknowledges that there was only one Plaintiff in the case. The Court agreed that Plaintiff had dismissed Defendants Beltran and Rodriguez [Exhibit 17 page 21, lines 2, 5-6.] U.S. Bank and its cohort were still permitted to bring a motion on behalf of two dismissed Defendants to move the case from Judge Hunt, claiming that David Rozier was still a party to the case and had not properly dismissed Defendants. [Exhibit 17 page 21, lines 9-10] As I am the sole Plaintiff in the case and the only party making allegations, I was adamant that I should only be required to sue the parties I wished to sue and only for the allegations the court would allow. I was suing **Bank of America RAMP 2007RP1**. Mr. Shaham stood before Judge Sheila Fell and claimed that I needed to be suing **U.S. Bank RAAC 2007RP1**. After much discussion, **U.S. Bank RAAC 2007RP1** was added back as a Defendant solely for the purposes of liability.

**Exhibit 17, Page 14, lines 25- 26: "The Court: But they will remain liable to you if you are successful against Bank of America."**

34. The court ordered me at add U.S. Bank RAAC 2007RP1 as a Defendant but prevented me from making any specific allegations against U.S. Bank RAAC 2007RP1. U.S. Bank RAAC 2007RP1 was never a true defendant as I was not allowed to include any of the wrongful acts committed by U.S. Bank RAAC 2007RP1 into the California action. Instead, I was only allowed to sue for the wrongful acts of Bank of American RAMP 2007RP1. I likewise was not allowed to add allegations from the 2008-2012 period as I was only suing for the wrongful acts that commenced beginning around July

<sup>7</sup> This exhibit does not contain Debtor's captions as Declarant highlighted copies of the transcript prior to making copies of Debtor's captioned copies. I apologize for any confusion.

1                   2012. [Exhibit 17, Page 24, lines 25- 26. Page 25, lines 1-4, 14-22. Page 26, lines 4-8.] Mr. Shaham  
2                   omits these important details in his declaration, which is 361-pages including exhibits

3                   35. Since that time, Severson and Werson have continued to interfere in the California Action on behalf  
4                   of dismissed Debtors. As per Exhibit 17, no Debtor was included in the litigation.

5                   36. Rozier admits that she was confused by the proceeding and Court order. When Rozier filed her third  
6                   amended complaint she added Debtor RFC as a Defendant due to her realization that it was RFC that  
7                   signed the Trustee's Deed Upon Sale and not Debtor GMACM. When I filed my initial complaints, I  
8                   did not know what "Attorney in Fact" meant. Upon discovering that Debtors had three distinct roles  
9                   in the wrongful acts, I immediately added RFC as a Defendant. They had not yet invoked bankruptcy  
10                  protection.

12                  37. Severson and Werson notified me and the Court of the bankruptcy stay and I complied with the  
13                  court's order, dismissing all action against Debtors outside of my bankruptcy filing. Shortly  
14                  thereafter, Debtors notified me that they were intending to object to my claims unless I provided  
15                  additional information. I complied with their demand and made my final demand of approximately  
16                  \$100M against all Debtors. Prior to filing my demands, I remained in close contact with Debtors by  
17                  and through their Official Committee of Unsecured Creditors.

19                  38. After invoking bankruptcy protection, Debtor RFC began harassing me in California. Convinced they  
20                  considered themselves still part of the California action, I attempted to default them in California. I  
21                  also defaulted US Bank RAAC 2007 and Bank of America RAMP 2007. The Clerk rejected my request  
22                  writing, "A pleading or notice has been filed that prevents entry of default. [Code Civ. Proc., 585(a)] A  
23                  notice of stay was filed 6/18/13." Mr. Shaham included this in his exhibit 3-B, but fails to address it. A  
24                  true and correct copy of the Clerk's Notice is attached hereto as **Exhibit 18**.

25                  39. Debtor RFC by and through its California attorney Mr. Yaron Shaham continued to harass me after  
26                  they invoked bankruptcy stay protection. On August 28, 2013 Debtors propounded Discovery  
27                  requests, a true and correct copy of the entire set being attached hereto as **Exhibit 19**.

1 a. Defendant Residential Funding Company, LLC's Requests for Production of Documents  
2

3 Propounded on Plaintiff Karen Michele Rozier – Set One  
4

5 b. Defendant Residential Funding Company, LLC's Form Interrogatories - General  
6

7 c. Defendant Residential Funding Company, LLC's Requests for Production of Documents  
8

9 Propounded on Plaintiff Karen Michele Rozier – Set One  
10

11 d. Defendant Residential Funding Company, LLC's Special Interrogatories Propounded on  
12 Plaintiff Karen Michele Rozier – Set One  
13

14 40. I sought relief from the court and was instructed to dismiss RFC again. On November 21, 2013, I  
15 voluntarily dismissed the Complaint against RFC. [Shaham Decl 9] Mr. Shaham conveniently omits  
16 the reasons why it took so long for me to dismiss against RFC, thus concealing its bad acts. My  
17 Declaration in support of request for dismissal is attached hereto as Exhibit 20.  
18

19 41. I then started investigating Severson and Werson more carefully. I notified the New York Bankruptcy  
20 Court of her concerns about possible fraudulent billing as Severson and Werson have repeatedly  
21 maintained that they represent U.S. Bank RAAC 2007RP1 in her California Action, yet it appeared to  
22 me at the time I made the allegations, that it is billing this bankruptcy case for days Severson and  
23 Werson are in court presumably protecting U.S Bank's interest. A true and correct copy of my letter  
24 to the court dated 26 December 2013 is attached hereto as Exhibit 21.  
25

26 42. Just as he omits crucial details regarding Debtor RFC's involvement in the case, Mr. Shaham likewise  
27 omits crucial details as to how he used trickery and confusion between the Court's to obtain a  
28 Summary Judgment for his client U.S. Bank RAAC 2007RP1. That case was never decided on the  
merits as he would have the New York Court believe. I propounded Discovery requests against all  
Defendants and none complied. I sent letters to them reminding them of their duty to comply, but  
was ignorant of the requirement to bring forth a motion to Compel them to Discovery. Severson and  
Werson used my ignorance to buy more time. When they eventually produced answers, they failed  
to provide them under oath. I rejected their Discovery answers and demanded that they resubmit  
to the court.

them under oath. Instead, they executed a few declarations stating the answers they previously provided were all true. I could find no basis for such an action under California or federal law so I protested. The lower Court, presided over a judge with a background in Family Law and who allows very liberal discovery, ruled that I had to accept the declarations separate from the answers. I have included that ruling in my California appeal as well.

43. On December 11, 2014, I was detained in court in Los Angeles. The Presiding Judge claims that she contacted Judge Sheila Fell's court room and explained that I was being detained and would be unable to make the hearing. Despite this, Judge Fell held U.S. Bank RAAC 2007RP1's Motion to Compel Discovery in her absence. Mr. Shaham omits these critical details in his discussion of events. [Shaham Decl 10-12]

44. I asked the court to set aside its ruling and even provided the court with a declaration from the Los Angeles judge demonstrating that my absence at the December 11, 2013 hearing was not intentional. A true and correct copy of ORDER OF COURT ACKNOWLEDGING DEFENDANT'S ATTENDANCE AT TRIAL dated Jan 16 2013 is attached hereto as Exhibit 22. The Court's decision is also included in my appeal.

45. U.S. Bank RAAC 2007RP1's entire Motion for Summary Judgment is based on the unfair advantage it gained when I was held in Los Angeles and prevented from attending the December 11, 2013 motion to compel hearing. Moreover, I did not sue U.S. Bank RAAC 2007RP1 for wrongful foreclosure as it was not involved in the September 24, 2012 foreclosure. [See items 33-34 above] Although U.S Bank claimed it secured rights from Bank of America RAMP 2007RP1 on January 12, 2012, it allowed Bank of America RAMP 2007RP1 to foreclosure on the property using documents purportedly executed by me. A true and correct copy of the January 2012 Assignment of Deed of Trust is attached hereto as Exhibit 23. Debtors' Chief Claims Officer Deanna Horst omitted this crucial fact from her Declaration and instead provided the court with a March 2013 Assignment of Deed of Trust, claiming that the transfer occurred after the sale, which occurred on September 24, 2012. I objected to her

1 mischaracterization in my Motion to Strike and Declaration submitted concurrently with this Motion  
2 and Declaration. [Motion to Strike Declaration of Deanna Horst, page 6, item 21]

3 46. On June 20, 2014 U.S. Bank appeared Ex Parte to ask the court to terminate sanctions against it. Mr.  
5 Shaham did not properly identified this Notice in the Subject matter. I opened it despite the routine  
6 nature of the title and appeared anyway. I informed the court that I had perfected my appeal against  
7 U.S. Bank. I asked the lower court to allow the sanctions to remain in place until the Appeals Court  
8 could rule on the matter. A true and correct copy of their Notice is attached hereto as Exhibit 24.

9 47. On June 23, 2014 co-Defendant Bank of America RAMP 2007RP1 sent two agents to the Los Angeles  
10 court to lie to assure that I was held in jail, hoping that I would miss my deadlines in my California  
11 appeal as well as miss the scheduled June 26, 2014 hearing on Debtors' Motion. Fortunately for me,  
12 an independent journalist was in the courtroom and overheard the City Prosecutor conspiring with  
13 the two witnesses, who were later discovered to work for the BRYAN CAVE LLP, the lawyers  
14 representing co-Defendant Bank of America RAMP 2007RP1. I had previously accused one of the  
15 witnesses of tampering with my federal mailbox and filed a formal complaint. My husband also  
16 accused one of the witnesses of physically assaulting him in our driveway, an act witnessed by our  
17 neighbor. The police refused to pursue the case, claiming that the assaults were from a civil suit.  
18 Although I never physically assaulting anyone or tampered with any federal postal box, I was sent to  
19 jail. A true and correct copy of Mr. William Wagener's declaration is attached hereto as Exhibit 25.

20 48. Immediately upon my release from Lynwood Prison on June 30, 2014, I went directly to the Appeals  
21 Court to reinstate my appeal. Although I had been held in a freezing cell with no hot water for four  
22 denies, sleep deprived, without a shower for a week, deprived most civil contact and comforts based  
23 on the lies of agents from Bank of America RAMP 2007RP1, my husband insisted we go directly to  
24 the Appeals Court. According to him, the Appeals Clerk named Dana had called him concerned  
25 about my whereabouts due to Severson and Werson's aggressive tactics to have the case dismissed.  
26 She was calling to inform me that I was in default and to ask my intent. David explained that I was  
27  
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1 incarcerated and had not seen the Default Notice. I was not served in jail with any legal papers.

2 Based on the lack of service, the Clerk extended my deadline. David has submitted a Declaration in  
3 Support of my version of events. [See Declaration of David Eugene Rozier, Sr. Regarding the Appeals  
4 Court Conversation, attached hereto as Exhibit 26.]

5 49. I suspect this aggressive behavior towards me is because I am part of the Free Mary McCulley  
6 movement. Ms. Mculley accused U.S. Bank, National Association of fraud and won a \$6,000,000  
7 verdict against U.S. Bank, N. A. during her jury trial earlier this year. U.S. Bank N.A. appealed the  
8 \$5,000,000 in punitive damages but not the \$1,000,000 in actual damages. U.S. Bank N.A. lost on  
9 appeal. Mary and I used to share notes about our cases and the lawyer's behavior. As I understand  
10 things, Mary was convicted of tricking U.S. Bank, National Association into providing the information  
11 they were legally required to provide. Although the stated maximum for her so-called crime was six  
12 months, she was sentenced to a year of hard time in federal prison. It is my understanding that she  
13 was classified as "dangerous" due to her previously spending ten months in jail on a gun charge. She  
14 was acquitted of the charge. It is my understanding that the person who accused her of pointing a  
15 gun at her is somehow related to the person who accused her of trickery.

16 50. Additionally, I have worked closely with Pam Ragland of Ragland vs. U.S. Bank. In August 2013 when  
17 Ms. Ragland was on her annual and well publicized trip to Yosemite, U.S. Bank attempted to have her  
18 charged with Bankruptcy Fraud in order to discredit her before trial. Ms. Ragland had a landmark  
19 decision that allows Californians to sue for "intentional infliction of emotional distress". Her *Ragland*  
20 vs. *U.S. Bank* decision is often cited in favor of wronged homeowners. As we have made radio  
21 appearances and videos together, our affiliation is well-known. Her vacation happened to coincide  
22 with one of the worst fires in park history and she was cut off from most electronic communication.  
23 Since her bankruptcy had been dismissed, she no longer had legal representation in the bankruptcy  
24 manner. After Ms. Ragland contacted me distraught, I agreed to ghost write her opposition for her. I  
25 am not a lawyer, do not give legal advice and do not charge my friends who are standing on solid  
26 ground.

1 ground trying to defeat a common enemy. We used mail to send documents and Ms. Ragland was  
2 able to file her opposition in time. She defeated U.S. Bank's motion. Her trial began on Tuesday  
3 September 23, 2014 and after one day of her testimony, U.S. Bank wisely entered into a confidential  
4 settlement with her. I do not know the details of the settlement; nor do I care. We both agree that  
5 U.S. Bank is also trying to shut me down for fear that I could change its national landscape just as she  
6 changed the California landscape.

7 51. On July 3, 2014 I appeared before the Superior Court for the ex parte hearing to modify the Superior  
8 Court's February 5, 2013 preliminary injunction order. I was informed by the Clerk that the hearing  
9 was held the previous day and that U.S. Bank RAAC 2007RP1's order had been granted in my  
10 absence. I timely asked the Court to vacate its order on July 9, 2014. I chose to celebrate  
11 Independence Day<sup>8</sup> rather than work on the motion.

12 52. I was shocked to read in Mr. Shaham's declaration that U.S. Bank RAAC 2007RP1 initiated  
13 foreclosure proceedings on July 8, 2014. [Shaham Decl para 13] I have seen no record of any such  
14 action and he has not informed the California Superior Court of any proceedings. Moreover,  
15 California procedure requires that a party wait seven (7) days after an order before it can take action.  
16 As the Court did not vacate the preliminary injunction until July 2, 2012, the earliest U.S. Bank RAAC  
17 2007RP1 would have been allowed to take action would have been on July 9, 2014.

18 53. On September 3, 2014 the Superior Court held a hearing on my motion to vacate its order  
19 terminating sanctions. [Shaham Decl para 13] Mr. Shaham repeatedly represented to the Court that  
20 my appeal was defective and that I had only appealed the court's Summary Judgment but not the  
21 Terminating Sanctions. I provided the court with a copy of my filings, which included the Terminating  
22 Sanctions. I also supplied the Court with the Appeals Court's orders giving me until September 5 to  
23 correct all deficiencies. A true and correct copy of that Default Notice is attached hereto as Exhibit  
24  
25

26  
27  
28 <sup>8</sup> I have started every Independence Day since 1987 by reading the Declaration of Independence. This year, it was  
especially meaningful.

1           27. Based on the evidence presented, the court agreed to continue the motion until September 17,  
2           2014, giving the Appeals Court time to act.

3           54. On September 17, 2014 the Superior Court continued the hearing on my Motion to Vacate its order  
4           modifying the preliminary injunction. [Shaham Decl para 13] During the hearing, Mr. Shaham was  
5           quite evasive when asked to read the Appeals Court's Order on my court. He attempted to convince  
6           the Superior Court that the Appeals Court had issued a final dismissal of my appeal effective  
7           September 5, 2014. Unbeknownst to him, I had already provided the presiding judge with a copy of  
8           the order before his arrival. A true and correct copy of the Appellate Order is attached hereto as  
9           Exhibit 28. Mr. Shaham was quite emphatic at this hearing, and asked the Court to demand that I  
10           *pay something* as I hadn't *paid in years*, emphasis his. On September 17, 2014 he Court again  
11           denied his request for tender as his client has shown no right to demand any money from me.

13           55. The following day on September 18, 2014 U.S. Bank RAAC 2007RP1 responded by filing a request for  
14           judicial notice attempting to blame me for a court error. My response to this harassing motion is  
15           due the same date as this filing, October 3, 2014. Despite the clear record, U.S. Bank RAAC 2007RP1  
16           claimed that I filed an appeal and the appeal was dismissed due to my failure to comply with the  
17           court's earlier orders. . A true and correct copy of their Motion to Dismiss is attached hereto as  
18           Exhibit 29. The true facts are that I filed an appeal, the Court issued a Default Notice and I timely  
19           corrected the deficiencies. Due to a Clerk error, the Court – on its own – opened a new appeals case  
20           number. I did not notice the new case number and continued to file documents under the old case  
21           number. After meeting with the Clerk to discover the mistake, the Clerk issued all paperwork in the  
22           new case file.

24           56. According to the Clerk, the Court was confused by the dates. The ruling under appeal took place at a  
25           hearing which occurred on April 30, 2014. The Minute Order was dated 04/30/2014. The signed  
26           order was dated more than 30-days later on June 5, 2014. U.S Bank did not serve me with the signed  
27  
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1 Court Order until June 25, 2014. A true and correct copy of the Court's Minute Order is attached  
2 hereto as **Exhibit 30.**

3 57. Mr. Shaham attempted to defraud the court with his version of events. His Exhibit 3-B pages 319-323  
4 provide an Order filed on Jun 05 2014 with a Proof of Service dated April 30, 2014, which while  
5 physically impossible, could lead one to incorrectly conclude SWA timely served me with the Court's  
6 Order. I included Page 323 of 361 so the Court can see that I did not exclude anything. A true and  
7 correct copy of his attachment implying that he timely served this Court Order on April 30, 2014 is  
8 attached hereto as **Exhibit 31.** A true and correct Certified copy of the Court's signed Orders  
9 Granting Summary Judgment and Terminating Sanctions with the late Proof of Service as actually  
10 sent is attached hereto as **Exhibit 32.**

12 58. The Court had previously warned Severson and Werson about its unprofessional tactics. Those  
13 tactics included writing me and refusing electronic service after they electronically served me with  
14 documents and also demanding that I provide two copies of all filings – one to their Irvine office  
15 where Mr. Shaham works and one to the San Francisco office that is handling the appeal. A true and  
16 correct copy of the Severson and Werson's letter refusing electronic service is attached hereto as  
17 **Exhibit 33.**

18 59. On September 15, 2014 while at the Appeals Court, I shared the letter with the Clerk. She informed  
19 me at that time that U.S. Bank was not in compliance with the rules by demanding that I send all  
20 filings to both the Irvine and San Francisco offices. She contacted Severson and Werson's (SWA)  
21 office and demanded they provide a single point of contact. That same day, SWA sent  
22 correspondence indicating that all correspondence it to be sent to the Irvine Office where Mr.  
23 Shaham works. The San Francisco office usually handles their appeals. Copies of the Proofs of  
24 Services showing that I was mailing my briefings to their two locations are attached hereto as  
25 **Exhibit 34** A true and correct copy of the Severson and Werson's letter identifying a single point-of-  
26 contact is attached hereto as **Exhibit 35.**

1           60. The Appeals Court responded by, on its own motion, giving me an extra week to comply with its own

2           order. A true and correct copy of the Court's Order is attached hereto as **Exhibit 36**.

3           61. Mr. Shaham is well aware of the true facts of the California Action as he has been an active  
4           participant in this action. He has also been actively involved in abusing the criminal courts to harass,  
5           intimidate and annoy me. Although I have not spoken to him outside of court directly since the 2013

6           Workplace Violence Restraining Order (WVRO), his office attempted to have me incarcerated on  
7           September 15, 2014 claiming that I violated the WVRO when I called his offices to speak to his  
8           superiors about a matter. I have filed my Not Guilty Plea in that action. A hearing is set for October  
9           15, 2014. If I am not on the telephone conference to present my Opposition motions and motions to  
10          strike, it is only because I am again incarcerated because a California attorney falsely accused me of  
11          speaking unkind to him. As the Court is aware, I did not call in for the June 26, 2014 hearing though I  
12          was vehemently opposing Debtor's expert Michael Talerico and request to estimate remaining  
13          claims. I only missed that hearing due to being incarcerated based partly on the false testimony of  
14          two Bank of America RAMP 2007RP1 agents [See **Exhibit 25** Wagener Decl] and partly on a rogue  
15          prosecutor who I formally accused of treason. A true and correct copy of my NOT GUILTY plea is  
16          attached hereto as **Exhibit 37**. I have also submitted this declaration to the same office in support  
17          of my motion for dismissal. I have provided truthful testimony in my pleading as well as shown that  
18          Mr. Shaham's version of events is divorced from reality.

21          Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true to the best of my  
22          knowledge.

24          Executed in Buena Park, California on September \_\_\_\_ 2014

25           By

27           KAREN MICHELE ROZIER, MPA/MSIA/MBA/BSEE  
28           Unrepresented Claimant

LIST OF EXHIBITS

- 1      Exhibit 1    California Action Title Sheets
- 2      Exhibit 2    Mr. Barasch email
- 3      Exhibit 3    Minute Order dated 11/09/2012
- 4      Exhibit 4    Motion for Preliminary Injunction
- 5      Exhibit 5    Minute Order dated January 2, 2014
- 6      Exhibit 6    Minute Order dated January 11, 2013
- 7      Exhibit 7    Substitution of Attorney
- 8      Exhibit 8    Ex Parte Application to oppose Substitution of Attorney
- 9      Exhibit 9    Minute Order dated February 4, 2013
- 10     Exhibit 10    Minute Order dated February 5, 2013
- 11     Exhibit 11    Preliminary Injunction
- 12     Exhibit 12    Minute Order dated February 6, 2013
- 13     Exhibit 13    Restraining Order
- 14     Exhibits 14    report 13-30413 in the City of Fullerton
- 15     Exhibits 15    Case 13-18125 in the City of Buena
- 16     Exhibit 16    June 1, 2006 Truth in Lending Statement
- 17     Exhibit 17    On May 20, 2013 transcript Debtors' Exhibit 3-B, pages 157-187 of 361
- 18     Exhibit 18    Clerk's Notice rejecting RFC's default
- 19     Exhibit 19    Residential Funding Company Discovery requests
- 20     Exhibit 20    My Declaration in support of request for dismissal of RFC
- 21     Exhibit 21    letter to the NY court dated 26 December 2013
- 22     Exhibit 22    ORDER OF COURT ACKNOWLEDGING DEFENDANT'S ATTENDANCE AT TRIAL
- 23     Exhibit 23    January 2012 Assignment of Deed of Trust
- 24     Exhibit 24    Shaham's email Notice of June 20, 2014 Ex Parte
- 25     Exhibit 25    Mr. William Wagener's declaration
- 26     Exhibit 26    Declaration of David Eugene Rozier, Sr. Regarding the Appeals Court Conversation
- 27     Exhibit 27    Default Notice giving me until September 5 to correct all deficiencies
- 28     Exhibit 28    Appellate Order dated 9/15/ 2014
- 29     Exhibit 29    U.S. Bank RAAC 2007RP1 Motion to Dismiss
- 30     Exhibit 30    Minute Order dated 04/30/14
- 31     Exhibit 31    Shaham Exhibit 3-B pages 319-323 implying that he timely served 4/30 Order
- 32     Exhibit 32    Certified copies of Orders Granting Summary Judgment and Terminating Sanctions
- 33     Exhibit 33    Severson and Werson's letter refusing electronic service
- 34     Exhibit 34:    Proof of Service of mailings sent to two addresses
- 35     Exhibit 35.    Severson and Werson's letter identifying a single point-of-contact
- 36     Exhibit 36.    Appeals Court responded by, on its own motion
- 37     Exhibit 37    NOT GUILTY plea